

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

THE GENERAL SHIP REPAIR CORPORATION *
1449 Key Highway *
Baltimore, Maryland 21230 *

Plaintiff, *

v. * CIVIL ACTION NO.

TUG MS JANET, her engines, *
tackle, equipment, appurtenances, *etc.*, *
in rem, *

and *

T. PARKER HOST, INC. *
150 W. Main Street, 16th Floor *
Norfolk, Virginia 23510 *

Defendants. *

* * * * *

VERIFIED COMPLAINT

The General Ship Repair Corporation (“GSR”), by its attorneys, James W. Bartlett, III, Imran O. Shaukat, and Semmes, Bowen & Semmes, for its complaint against the Tug MS JANET, her engines, tackle, equipment, appurtenances, *etc.*, *in rem*, and T. Parker Host, Inc. (“Host”), *in personam*, says as follows:

1. This is a cause within the admiralty and maritime jurisdiction of this Court, pursuant to 28 U.S.C. §1333, and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims.

2. Venue is proper in this district because the repair work performed on the Tug MS JANET occurred in Baltimore and the Tug MS JANET is now or will be during the pendency of this action within this district and within the jurisdiction of this Honorable Court.

3. GSR is a Maryland corporation with its principal place of business in Baltimore, Maryland.

4. Upon information and belief, Host is a foreign corporation with a principal place of business located at 150 W. Main Street, Suite 1600, Norfolk, Virginia 23510.

5. On June 17, 2019, GSR provided to Host Proposal No. 128-19 for drydock and repair work to be performed on the Tug MS JANET. The proposal set forth the services that GSR was to provide, the cost of the services, and expressly provided, "Work will be performed by us [GSR] only upon the terms and conditions set forth on the reverse of the invoice/proposal which shall be deemed to have been accepted by the customer upon arrival of the vessel at our yard, or upon commencement of marine or non-marine work by us at any location."

6. On or about June 20, 2019, Host accepted the proposal (hereinafter the "Agreement"), authorizing work to commence "in accordance with this proposal and the attached Terms and Conditions." A copy of the Agreement is attached hereto as Exhibit A.

7. Upon the parties' execution of the Agreement, GSR performed repair work on and provided other necessary services for the Tug MS JANET from June through September 2019. GSR submitted monthly invoices to Host for the work GSR performed and the services it provided. Copies of Invoice No. 30150, Invoice No. 30162, and Invoice No. 30167 are attached hereto collectively as Exhibit B. The invoiced amounts total \$284,960.00. With interest pursuant to the Terms and Conditions of the Agreement, the amounts due on the invoices through June 8, 2020 totaled \$333,159.26.

8. In spite of repeated requests by GSR, Host has failed pay the amounts due for the repairs to the Tug MS JANET in breach of the Agreement, for which the Tug MS JANET, her engine, tackle, equipment, appurtenances, *etc.*, *in rem*, and Host, *in personam*, are liable.

9. GSR possesses a maritime lien on the Tug MS JANET based on GSR's provision of necessary services to the Tug MS JANET from June to September 2019 pursuant to 46 U.S.C. §§ 31341 and 31342.

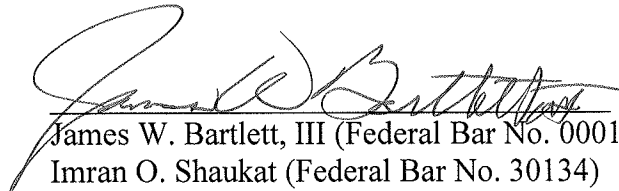
WHEREFORE, Plaintiff, The General Ship Repair Corporation prays:

(a) That process *in personam* issue in due form of law, according to the practices of this Honorable Court, against Host and that it be cited to appear and answer all and singular the matters aforesaid;

(b) That Host be cited to appear and answer all and singular the matters aforesaid and that a judgment may be entered in favor of GSR in the amounts due and owing from Host to GSR, including attorneys' fees as provided in the Terms and Conditions of the Agreement, interest, and costs;

(c) That issuance of process *in rem* and a warrant for the arrest of the Tug MS JANET, her engines, tackle, equipment, and other appurtenances, *etc.*, be stayed for sixty (60) days; and

(d) That GSR have and recover such other and further relief as the justice of this cause may require.


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The General Ship Repair Corporation

**VERIFICATION BY DECLARATION UNDER PENALTY OF PERJURY
PURSUANT TO 28 U.S.C. §1746**

I, CHARLES F. LYNCH, JR., declare under penalty of perjury as follows:

1. I am the President of Plaintiff, The General Ship Repair Corporation
2. I verify under solemn affirmation that the facts alleged in the foregoing Verified

Complaint are true and correct based upon my personal knowledge and information regarding this matter.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS
TRUE AND CORRECT.

Executed this 31st day of August, 2020, in Baltimore, Maryland.


Charles F. Lynch, Jr.

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